

fact (including an error in stating, or an omission to state, a relevant fact in any IRS Submission (as defined in the Implementation Agreement) or otherwise); provided, further, that if GM makes a determination that the Spin-Off will not be tax-free in accordance with the requirements stated above, then GM and Hughes shall request that the IRS confirm the Ruling in a Subsequent Ruling (as defined in the Implementation Agreement) if the matter is capable of being resolved by a ruling by the IRS. For the purposes of this Agreement, "Change in Tax Law" means any amendment to, or change in (including any announcement of a prospective change, such as, but not limited to, the reporting of legislation by the House Ways and Means Committee or the Senate Finance Committee, or the proposal of a legislative change), the laws or regulations of the United States, or any official administrative pronouncement (including the issuance of any proposed regulation or IRS pronouncement) or judicial decision interpreting or applying such laws or regulations, in each case that has an effective date that is proposed to precede the Spin-Off Effective Time or that otherwise applies to or affects the Spin-Off;

(e) GM shall have received the opinion of Kirkland & Ellis, tax counsel to GM, to the effect that, on the basis of and subject to the assumptions, representations, limitations and other matters set forth therein, (i) the recapitalization of the GM \$1-2/3 Common Stock and the GM Class H Common Stock arising from the adoption of the GM Charter Amendment will be tax-free to GM, the holders of GM \$1-2/3 Common Stock and the holders of GM Class H Common Stock and (ii) the GM Class H Common Stock is stock of GM for United States federal income tax purposes;

(f) all conditions to the Merger, other than the consummation of the Hughes Recapitalization and the Spin-Off, shall have been satisfied or waived (provided that any such waiver by Hughes shall have been made only with GM's consent), and the parties to the Merger Agreement shall be prepared to cause the consummation of the Merger immediately following the Spin-Off Effective Time;

(g) all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, and any applicable similar law of any foreign jurisdiction with respect to the GM Transactions shall have expired or otherwise been terminated, all approvals of, or filings with any Governmental Authority required to consummate the GM Transactions shall have been obtained or made, and the parties shall have made all other required notifications with respect to the GM Transactions and shall have received all other required consents or approvals with respect to the GM Transactions, other than approvals and filings, the failure of which to obtain or make which, in the aggregate, are not reasonably likely to result in a material adverse effect on the ability of GM or Hughes to consummate the GM Transactions;

(h) the SEC shall have declared the Spin-Off/Merger Registration Statement (as defined in the Implementation Agreement) effective, all other required approvals and clearances of the Spin-Off/Merger Registration Statement and the GM Proxy/Consent Solicitation Statement (as defined in the Implementation Agreement) shall have been received from the SEC, and all applicable material state

and foreign blue sky or securities permits or approvals required to mail the GM Proxy/Consent Solicitation Statement and take the other actions set forth in Section 1.2 of the Implementation Agreement shall have been received in accordance with Applicable Law (as defined in the Implementation Agreement), and no stop order suspending the effectiveness of the Spin-Off/Merger Registration Statement shall be in effect and no similar restraining order shall have been entered by the SEC or any state or foreign securities administrator with respect to the Transactions;

(i) the shares of Hughes Class A Common Stock and of Hughes Class C Common Stock to be issued pursuant to the Spin-Off and the Merger shall have been approved for listing on the NYSE or, in the alternative, approved for quotation on the Nasdaq Stock Market, subject to official notice of issuance;

(j) GM and Hughes shall have received the opinion of Houlihan Lokey Howard & Zukin, addressed to the Board of Directors of GM and Hughes, regarding Hughes' ability to declare and pay the dividend contemplated by the Hughes Recapitalization, in form and substance reasonably acceptable to Hughes, immediately prior to the Hughes Recapitalization;

(k) at least five (5) trading days shall have elapsed since the Regulatory Approval Date;

(l) the quotient determined by dividing (i) the Recapitalization Amount by (ii) the Recapitalization Price, shall not exceed the aggregate number of GM Notional Shares (as defined below) determined as of immediately prior to the reduction of the Denominator contemplated by Section 1.1(b) of this Agreement as part of the Hughes Recapitalization; and

(m) the Contribution and Transfer Agreement (as defined in the Implementation Agreement) shall have been entered into and shall be in full force and effect.

Section 5.2. GM Notional Shares. For the purposes of this Agreement, including Section 5.1(l), "GM Notional Shares" means the aggregate number determined by the Board of Directors of GM, in good faith and in accordance with the provisions of the next succeeding sentence, to be the aggregate number of notional shares representing GM's retained economic interest in Hughes. The aggregate number of GM Notional Shares shall be determined, as of any particular time, by subtracting (a) the number of shares of GM Class H Common Stock issued and outstanding as of such time from (b) the Denominator determined by the Board of Directors of GM as of such point in time rather than as an average with respect to any accounting period. Promptly following any determination by the Board of Directors of GM of the aggregate number of GM Notional Shares pursuant to this Agreement, GM shall provide written notice thereof to EchoStar (which notice shall include the computation thereof).

ARTICLE 6

TERMINATION

Section 6.1. Termination of Agreement. Prior to the Spin-Off Effective Time, this Agreement shall terminate automatically upon termination of the Merger Agreement.

Section 6.2. Effect of Termination. If this Agreement is terminated pursuant to Section 6.1 above, this Agreement shall become void and have no effect, without any liability under this Agreement on the part of any party or its directors, officers or stockholders. Notwithstanding the foregoing, nothing in this Section 6.2 shall relieve any party to this Agreement of liability for a breach of any provision of this Agreement.

ARTICLE 7

MISCELLANEOUS

Section 7.1. Notices. All notices shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally recognized overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to GM:

300 Renaissance Center
Detroit, Michigan 48265-3000
Attention: Warren G. Andersen
Telecopy No.: (313) 665-4978

with a copy to:

Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
Attention: R. Scott Falk and Joseph P. Gromacki
Telecopy No.: (312) 861-2200

(b) if to Hughes:

200 North Sepulveda Boulevard
P.O. Box 956
El Segundo, California 90245
Attention: General Counsel
Telecopy No.: (310) 456-1089

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Frederick S. Green and Michael E. Lubowitz
Telecopy No.: (212) 310-8007

Section 7.2. Interpretation: Absence of Presumption.

(a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof", "herein", and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified, (iv) the word "or" shall not be exclusive, (v) provisions shall apply, when appropriate, to successive events and transactions, (vi) unless otherwise specified, all references to any period of days shall be deemed to be to the relevant number of calendar days, (vii) "dollars" or "\$" means United States dollars, (viii) "cash" means dollars in immediately available funds and (ix) the phrase "the date hereof" means as of the date of this Agreement.

(b) The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 7.3. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

Section 7.4. Entire Agreement; Severability.

(a) This Agreement (including the documents and the instruments referred to herein) contains the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the parties other than those set forth or referred to herein or therein.

(b) If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

Section 7.5. Third Party Beneficiaries. Prior to, and from and after, the Spin-Off Effective Time, until the consummation of the Merger or the termination of the Merger Agreement, EchoStar shall be a third party beneficiary hereunder of its rights pursuant to Sections 1.1(a), 1.4, 5.1, 7.8 and 7.9 hereof. Except as provided in the previous sentence, (a) the provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies hereunder, and (b) there are no other third party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 7.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without regard to principles of conflicts of laws).

Section 7.7. Specific Performance. The parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Accordingly, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement,

in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Any requirements for the securing or posting of any bond with such remedy are waived.

Section 7.8. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder (other than the rights and interests of GM pursuant to Sections 2.2(a) and 2.2(c) hereof, and GM's rights hereunder with respect to any Demand Note, which shall be freely assignable by GM) shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided, however, that GM shall have the right to assign all or any part of its rights, interests or obligations under this Agreement to any parent thereof (whether as a result of recapitalization, reorganization, merger or otherwise), and, in connection with any such assignment, if and to the extent requested by either of the parties hereto, the parties shall restate this Agreement in its entirety to reflect such assignment and execute and deliver to each other any such restatement of this Agreement, except that no such assignment shall relieve GM of any of their respective obligations hereunder or be permitted without the prior written consent of EchoStar if any such assignment would have an adverse effect on EchoStar or, after the Merger Effective Time, Hughes, including with respect to any potential tax or other liabilities or obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 7.9. Amendment. Subject to obtaining EchoStar's written consent as required by Section 5.2(a) of the Implementation Agreement, this Agreement may be amended by the parties hereto by action taken or authorized by their respective Boards of Directors; provided, however, that no amendment shall be made following the receipt of the Requisite Stockholder Approval that alters or changes (a) the amount or kind of shares, securities, cash, property and/or rights to be received by the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock pursuant to the Implementation Agreement or (b) any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock without the approval, if required, of the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock. Notwithstanding the foregoing, this Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 7.10. Dispute Resolution. GM and Hughes shall attempt in good faith to resolve any dispute between the parties arising out of or relating to this Agreement promptly through negotiations of the parties prior to seeking any other legal or equitable remedy.

Section 7.11. Consent to Jurisdiction. Any action, suit or proceeding arising out of any claim that the parties cannot settle through good faith negotiations shall be litigated exclusively in the state courts of Delaware. Each of the parties hereto hereby irrevocably and unconditionally (a) submits to the jurisdiction of the state courts of Delaware for any such action, suit or proceeding, (b) agrees not to commence any such action, suit or proceeding except in the state courts of Delaware, (c) waives, and

agrees not to plead or to make, any objection to the venue of any such action, suit or proceeding in the state courts of Delaware, (d) waives, and agrees not to plead or to make, any claim that any such action, suit or proceeding brought in the state courts of Delaware has been brought in an improper or otherwise inconvenient forum, (e) waives, and agrees not to plead or to make, any claim that the state courts of Delaware lack personal jurisdiction over it, and (f) waives its right to remove any such action, suit or proceeding to the federal courts except when such courts are vested with sole and exclusive jurisdiction by statute. GM and Hughes shall cooperate with each other in connection with any such action, suit or proceeding to obtain reliable assurances that confidential treatment will be accorded any information that either party shall reasonably deem to be confidential or proprietary. Each of the parties hereto irrevocably designates and appoints its respective Service Agent (as defined below) as its agent to receive service of process in any such action, suit or proceeding. Each of the parties hereto further covenants and agrees that, until the expiration of all applicable statutes of limitations relating to potential claims under this Separation Agreement, each such party shall maintain a duly appointed agent for the service of summonses and other legal process in the State of Delaware, and shall promptly notify the other party hereto of any change in the name or address of its Service Agent and the name and address of any replacement for its Service Agent, if such agent is no longer the Service Agent named herein. This Section 7.11 is meant to comply with 6 Del. C. Section 2708. For the purposes of this Agreement, "Service Agent" means, for GM and for Hughes, The Corporation Trust Company, with offices on the date hereof at 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, or, for either party, such other Person at such other address as such party may specify in a notice provided to the other party after the date of this Agreement in accordance with Section 7.1 of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound, has caused this Agreement to be duly executed and delivered on the date first set forth above.

GENERAL MOTORS CORPORATION

By: _____
Name: _____
Title: _____

HUGHES ELECTRONICS CORPORATION

By: _____
Name: _____
Title: _____

[Separation Agreement]

STOCK PURCHASE AGREEMENT
AMONG
ECHOSTAR COMMUNICATIONS CORPORATION,
HUGHES ELECTRONICS CORPORATION,
HUGHES COMMUNICATIONS GALAXY, INC.,
HUGHES COMMUNICATIONS SATELLITE SERVICES, INC.
AND
HUGHES COMMUNICATIONS, INC.

Dated as of October 28, 2001

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STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of October 28, 2001 (the "Agreement"), among EchoStar Communications Corporation, a Nevada corporation (the "Purchaser"), Hughes Electronics Corporation, a Delaware corporation ("Hughes"), Hughes Communications Galaxy, Inc., a California corporation ("HCGI"), Hughes Communications Satellite Services, Inc., a California corporation ("HCSSI") and Hughes Communications, Inc., a California corporation ("HCI" and, collectively with HCGI and HCSSI, the "Sellers").

W I T N E S S E T H:

WHEREAS, the Sellers own an aggregate of 120,812,175 shares of common stock, par value \$0.01 per share ("Company Common Stock"), of PanAmSat Corporation, a Delaware corporation (the "Company"), which shares constitute approximately 80.6% of the issued and outstanding shares of capital stock of the Company as of October 23, 2001; and

WHEREAS, the Sellers desire to sell to Purchaser, and Purchaser desires to purchase from the Sellers, the Shares (as defined below) for the purchase price and upon the terms and conditions hereinafter set forth; and

WHEREAS, certain terms used in this Agreement are defined in Section 11.1;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase of Shares. Upon the terms and subject to the conditions contained herein, on the Closing Date each Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from each Seller, the number of shares of Company Common Stock owned by such Seller set forth opposite such Seller's name on Exhibit A hereto, plus any additional shares of Company Common Stock that may be acquired by Hughes, the Sellers or any Subsidiary of Hughes or the Sellers after the date hereof, whether through purchase, stock split, stock dividend or otherwise (if and to the extent any such Persons (other than the Sellers) acquire shares of Company Common Stock after the date hereof, such Persons shall be deemed to be Sellers under this Agreement; and all such shares of Company Common Stock (including

shares acquired after the date hereof) to be sold pursuant to this Agreement are collectively referred to herein as the “Shares”).

ARTICLE II

PURCHASE PRICE AND PAYMENT

2.1 Amount of Purchase Price. The purchase price per Share shall be an amount equal to \$22.47. The aggregate purchase price for all Shares purchased hereby is referred to herein as the “Purchase Price”.

2.2 Form of Consideration.

(a) In the event the Merger Agreement is terminated pursuant to Section 7.1(b)(i)(A)(1) or 7.1(c)(iv) thereof, then, subject to Section 2.3 below, the Purchase Price shall be payable in cash, provided that Purchaser may, in its sole discretion, pay up to \$600,000,000.00 of the Purchase Price in shares (“Purchaser Shares”) of Class A common stock, \$0.01 par value per share, of Purchaser (“Purchaser Common Stock”).

(b) In the event the Merger Agreement is terminated by Hughes pursuant to Section 7.1(b)(i)(A)(3) thereof, then, subject to Section 2.3 below, the Purchase Price shall be payable solely in cash.

(c) In the event the Merger Agreement is terminated pursuant to (i) Section 7.1(c)(vii) thereof, or (ii) pursuant to Section 7.1(b)(ii) thereof as a result of the failure of the condition set forth in Section 6.1(e) thereof (each such termination, a “Financing Termination”), then the Purchase Price shall be payable as follows:

(x) \$1,500,000,000.00 in cash; and

(y) Purchaser shall use commercially reasonable efforts to pay the remaining amount of the Purchase Price (the “Remainder”) in cash (including by raising cash through the issuance of equity or debt securities or otherwise); provided that if Purchaser is unable to pay the Remainder in cash (after using commercially reasonable efforts to try to do so), the Remainder shall be payable by delivery to the Sellers of a note in an aggregate principal amount equal to the Remainder, having terms and conditions mutually acceptable to Purchaser and Hughes; provided, further, that if the parties cannot agree on the terms and conditions of such note, then an amount equal to 50% of the Remainder shall be payable in Purchaser Shares and an amount equal to 50% of the Remainder shall be payable in subordinated notes with an aggregate principal amount equal to 50% of the Remainder, which notes shall have a term no greater than five years, an interest rate of LIBOR plus 500 basis points, and other customary terms as are reasonably acceptable to Purchaser and Hughes.

For purposes of this Section 2.2, the value of any Purchaser Shares to be delivered in partial payment of the Purchase Price shall be determined on the basis of the average (rounded to the nearest 1/10,000, or if there shall not be a nearest 1/10,000, to the next highest 1/10,000) of the Volume Weighted Average Trading Prices (as defined below) of Purchaser Common Stock for each of the ten (10) consecutive trading days ending on and including the trading day immediately prior to the Closing Date (as defined below).

2.3 Failure to Receive Purchaser Financing. Notwithstanding anything to the contrary in Section 2.2, in the event that the PanAmSat Purchase Financing (as defined in the Merger Agreement) is not obtained by Purchaser at or prior to the Closing Date, then the Purchase Price shall be payable in accordance with Section 2.2(c), regardless of the section of the Merger Agreement pursuant to which the Merger Agreement was terminated.

2.4 Payment of Purchase Price. On the Closing Date, Purchaser shall pay (a) the cash portion of the Purchase Price to the Sellers by wire transfer of immediately available funds into accounts designated by the Sellers and allocated among the Sellers in accordance with their pro rata ownership of the Shares as set forth on Exhibit A; (b) the portion of the Purchase Price, if any, to be paid in Purchaser Shares by delivering to the Sellers certificates evidencing Purchaser Shares due in payment of the Purchase Price and (c) the portion of the Purchase Price, if any, to be paid in debt securities of Purchaser, by delivering to the Sellers certificates evidencing such securities for the payment of the Purchase Price.

ARTICLE III

3.1 Alternative Transaction. Notwithstanding anything to the contrary contained herein, if at any time after the date hereof and on or prior to the earlier of the Closing and the termination of this Agreement, (a) Purchaser and the Company shall enter into an agreement (a "PanAmSat Merger Agreement") providing for a merger (a "PanAmSat Merger") pursuant to which Purchaser (which term shall include, for purposes of this Article III, the Surviving Corporation (as defined in the Merger Agreement)) would acquire, directly or indirectly through a wholly owned Subsidiary of Purchaser, all of the issued and outstanding shares of Company Common Stock (the "Company Shares"), or (b) Purchaser shall commence a tender offer (as it may be amended from time to time, the "Tender Offer") to purchase all (and not less than all) of the issued and outstanding Company Shares for cash or a combination of cash and Purchaser Shares, then, subject to the conditions set forth in Section 3.2 below and subject to Applicable Law, the obligations of Purchaser under Articles I and II and Sections 7.7 (other than the first sentence thereof) and 7.8, may be satisfied by Purchaser by the consummation of the PanAmSat Merger or the acceptance of the Shares for payment (which would constitute the Closing hereunder) on or prior to the consummation of the Tender Offer. In no event shall the entry by Purchaser (or any Subsidiary of Purchaser) into the PanAmSat Merger Agreement, if any, or the making of the Tender

Offer, if any, or any of the terms and conditions thereof, affect the rights and obligations of the parties hereunder except as expressly provided in this Article III.

3.2 Conditions. The obligations of Purchaser under Articles I and II may be satisfied by Purchaser as provided in Section 3.1 only if the following conditions shall have been satisfied (or waived by Hughes and the Sellers in their sole discretion):

(a) the consideration to be received by the Sellers for the Shares shall be in an amount equal to or in excess of the Purchase Price and, except as provided in (b) below, shall be in cash;

(b) In the event the Merger Agreement is terminated pursuant to Section 7.1(b)(i)(A)(1) or 7.1(c)(iv) thereof, Purchaser may pay a portion of the consideration to be received by the Sellers for the Shares in the form of Purchaser Shares; provided, that the value of any such Purchaser Shares (valued in accordance with the second sentence of Section 2.2) shall not exceed the lesser of (i) \$600,000,000.00 and (ii) the product of (A) a fraction, the numerator of which is the aggregate value of all non-cash consideration received by all holders of Company Common Stock other than the Sellers (the "Other Holders") and the denominator of which is the aggregate amount of cash plus the value of all non-cash consideration received by the Other Holders for their shares of Company Common Stock and (B) the Purchase Price; and

(c) if Purchaser shall not earlier have purchased the Shares at the Closing pursuant to Section 2.4, the consummation of the PanAmSat Merger or the Tender Offer, as the case may be, shall occur prior to or on the date on which the Closing would otherwise occur pursuant to Section 4.1, and payment for the Shares shall be made promptly upon the surrender of certificates for the Shares as contemplated by the terms of the PanAmSat Merger Agreement or at or prior to the consummation of the Tender Offer, as the case may be.

3.3 Voting Agreement. In the event that Purchaser proposes to enter into a PanAmSat Merger Agreement, each of the Sellers will execute and deliver to Purchaser a Voting Agreement, in customary form reasonably acceptable to both parties, providing for each Seller to vote its Shares in favor of the PanAmSat Merger.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Article VIII hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the sale and purchase of the Shares provided for in Section 1.1 hereof (the "Closing") shall take place at 10:00 a.m. at the offices of Weil, Gotshal & Manges LLP located at 767 Fifth Avenue, New York, New York (or at such other time and place as the parties may designate in writing) on the later of (a) the date which is sixty (60) days after

the date of termination of the Merger Agreement and (b) the date which is three (3) Business Days after the day on which the last to be fulfilled or waived of the conditions set forth in Article VIII hereof shall have been fulfilled or waived (other than any of such conditions that by their nature are to be fulfilled at the Closing, but subject to the fulfillment or waiver of such conditions) (the “Closing Date”).

4.2 Termination of Agreement.

(a) This Agreement may be terminated prior to the Closing as follows:

(i) by mutual written consent duly authorized by the respective Boards of Directors of Hughes and Purchaser;

(ii) by Hughes or Purchaser if the purchase and sale of the Shares contemplated hereby shall not have been consummated within nine (9) months after the satisfaction of the condition set forth in Section 8.1(d) hereof, unless such period shall be extended by the Boards of Directors of both Hughes and Purchaser (provided that the right to terminate this Agreement under this Section 4.2(a)(ii) shall not be available to Hughes or Purchaser, as applicable, if its failure to perform any material covenant or obligation under this Agreement has been the cause of or resulted in the failure of the purchase and sale of the Shares to occur on or before such date);

(iii) by Hughes or Purchaser if there shall be in effect any permanent injunction or other Order of a court of competent jurisdiction or other competent Governmental Body preventing the purchase and sale of the Shares contemplated hereby which shall have become final and nonappealable and, prior to such termination, the parties shall have used best efforts to resist, resolve or lift, as applicable, such injunction or other Order;

(iv) by Hughes or Purchaser if the Merger Agreement shall have been terminated pursuant to its terms, other than a termination pursuant to Section 7.1(b)(i)(A)(1), 7.1(b)(i)(A)(3), 7.1(c)(iv), 7.1(c)(vii) or 7.1(b)(ii) as a result of the failure of the condition set forth in Section 6.1(e) of the Merger Agreement;

(v) by Hughes or Purchaser, if a material breach of any provision of this Agreement has been committed by the other party and such breach has not been waived and cannot be cured by the date set forth in Section 4.2(a)(ii) hereof; and, in the case of a breach by Hughes, such breach has resulted in a PanAmSat Material Adverse Effect; provided, that termination pursuant to this Clause (v) shall not relieve the breaching party of liability for such breach or otherwise; or

(vi) by Hughes, during the thirty-day period immediately following a Financing Termination.

(b) This Agreement shall terminate automatically upon the consummation of the Merger (as defined in the Merger Agreement).

(c) This Agreement shall terminate automatically upon the satisfaction by Purchaser of its obligations under Section 1.1 in accordance with Article III.

4.3 Procedure Upon Termination. In the event of termination of this Agreement by Purchaser or Hughes, or both, pursuant to Section 4.2 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Shares hereunder shall be abandoned, without further action by Purchaser, the Sellers or Hughes. If this Agreement is terminated as provided herein, each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

4.4 Effect of Termination. In the event that this Agreement is validly terminated prior to Closing as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination, and such termination shall be without liability to Purchaser, Hughes or either Seller; provided, however, that the obligations of the parties set forth in Sections 7.5, 11.6, 11.7, 11.9, 11.10, 11.11 and 11.15 hereof shall survive any such termination and shall be enforceable hereunder; provided, further, however, that nothing in this Section 4.4 shall relieve Purchaser, Hughes or either Seller of any liability for a breach of this Agreement or invalidate the provisions of the Confidentiality Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND HUGHES

The Sellers and Hughes hereby jointly and severally represent and warrant to Purchaser that:

5.1 Organization and Good Standing. Each of the Sellers, Hughes and, to the knowledge of Hughes, the Company and its Subsidiaries, is a corporation duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, with full power and authority to conduct its business as it is now being conducted.

5.2 Authorization of Agreement. Each of the Sellers and Hughes has all requisite corporate power and authority to enter into this Agreement and each other agreement, document, instrument or certificate to be entered into by such party in connection with the consummation of the purchase and sale of the Shares contemplated by this Agreement (together with this Agreement, the "Seller Documents"), and to consummate the transactions contemplated hereby and thereby. The execution and

delivery of this Agreement and each Seller Document by the Sellers and Hughes, as applicable, and the consummation of the transactions contemplated thereby to be effected by the Sellers and Hughes, as applicable, have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on the part of the Sellers and Hughes, as applicable. This Agreement has been, and each of the Seller Documents will be at or prior to the Closing, duly executed and delivered by each Seller and Hughes, as applicable, and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, the legal, valid and binding obligations of each Seller and Hughes, as applicable, enforceable against each of them in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

5.3 Conflicts; Consents of Third Parties. Except as set forth on Schedule 5.3 hereto, the execution and delivery by Hughes and the Sellers of this Agreement and the Seller Documents and the consummation of the transactions contemplated hereby or thereby will not (i) violate any provision of the certificate of incorporation or by-laws of Hughes or the Sellers; (ii) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise, would constitute a default) under, require the consent of any party under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any Lien upon any of the properties or assets of Hughes or the Sellers under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, intellectual property or other license, contract, undertaking, agreement, lease or other instrument or obligation to which Hughes or either Seller is a party, including the Stockholders' Agreement; (iii) violate any Order, writ, injunction, decree, statute, rule or regulation applicable to Hughes or either Seller; or (iv) require any consent or approval of or registration or filing by Hughes or any of its Affiliates (including the Company and its Subsidiaries) with, any third party or any Governmental Body, other than (a) actions required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act"), and any similar laws of foreign jurisdictions and (b) registrations or other actions required under federal, state and foreign securities laws; except, in the case of clauses (ii) (but excluding application to the Stockholders' Agreement), (iii) and (iv), for any of the foregoing that, individually or in the aggregate, could not reasonably be expected to materially delay or burden the consummation by Hughes or either Seller of the transactions contemplated by this Agreement. Schedule 5.3 sets forth a true, complete and correct list of any material consents, waivers, authorizations or approvals required to be obtained under any agreement, license, lease, contract, loan, note, mortgage, indenture or other commitment or obligation (whether written or oral and express or implied), under which Hughes or either Seller is or may become bound or is or may become subject to any obligation or liability or by which any of their respective assets owned or used are or may become bound in connection with the execution, delivery and performance of this Agreement by Hughes and either Seller or consummation of the transactions contemplated herein.

5.4 Litigation. As of the date hereof, there are no Legal Proceedings pending or, to the knowledge of Hughes, threatened that are reasonably likely to prohibit or restrain the ability of Hughes or either Seller to enter into this Agreement or consummate the transactions contemplated hereby.

5.5 Voting Agreements. Except for the Stockholders' Agreement and the PanAmSat Voting Agreement, if any, neither Hughes nor either Seller is a party to any voting trust or other voting agreement with respect to any of the Shares or to any agreement relating to the issuance, sale, redemption, transfer or other disposition of the capital stock of the Company.

5.6 Ownership and Transfer of Shares. Each Seller is the sole record and beneficial owner of the number of Shares indicated as being owned by such Seller on Exhibit A, free and clear of any and all Liens, other than the Stockholders' Agreement and restrictions imposed by federal or state securities laws. Each Seller has the corporate power and authority to sell, transfer, assign and deliver such Shares as provided in this Agreement, and such delivery will convey to Purchaser good and valid title to such Shares, free and clear of any and all Liens, other than the Stockholders' Agreement and restrictions imposed by federal or state securities laws. Other than with respect to the Stockholders' Agreement or any federal or state securities laws, no legend or other reference to any purported Lien appears upon any certificate representing the Shares.

5.7 PanAmSat SEC Documents.

(a) To Hughes' knowledge, the Company has timely filed with the U.S. Securities and Exchange Commission ("SEC") all required reports, filings, registration statements and other documents to be filed by them with the SEC since January 1, 2000.

(b) To Hughes' knowledge, as of its filing date, or as amended or supplemented prior to the date hereof, each PanAmSat SEC Document complied as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act.

(c) To Hughes' knowledge, no PanAmSat SEC Document, as of its filing date, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

5.8 Absence of Certain Changes. To the knowledge of Hughes, except as set forth in Schedule 5.8 and except as contemplated hereby, since September 30, 2001, there has been no (i) PanAmSat Material Adverse Effect or (ii) development that has had or could reasonably be expected to have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by this Agreement.

5.9 Related Party Transactions. Except as set forth in Schedule 5.9 or as disclosed in the PanAmSat SEC Documents, since January 1, 2000, there have been no material transactions, agreements, arrangements or understandings between the Company or its Subsidiaries, on the one hand, and Hughes and its Affiliates (other than Subsidiaries of the Company), on the other hand, that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act.

5.10 Capitalization. To the knowledge of Hughes, as of September 30, 2001, the authorized capital stock of the Company consisted of 400,000,000 shares of Common Stock and 50,000,000 shares of preferred stock, par value \$.01 per share (the "Preferred Stock"). To the knowledge of Hughes, as of October 23, 2001, (i) 149,847,692 shares of Common Stock were issued and outstanding and (ii) no shares of Preferred Stock were issued and outstanding. To the knowledge of Hughes, all the outstanding shares of the Company's capital stock are duly authorized, validly issued, fully paid and non-assessable.

5.11 Financial Advisors. Except for obligations to Goldman, Sachs & Co., Credit Suisse First Boston Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bear, Stearns & Co. Inc., neither Hughes nor any of its Affiliates, stockholders, directors, officers or employees has incurred or will incur on behalf of Hughes or any of its Affiliates, any brokerage, finder's or similar fee in connection with the transactions contemplated by this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Hughes and the Sellers (it being understood that the representations and warranties contained in Sections 6.10 and 6.11 shall be deemed made by Purchaser only if Purchaser determines to pay a portion of the Purchase Price in Purchaser Shares) that:

6.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada, with full power and authority to conduct its business as it is now being conducted.

6.2 Authorization of Agreement. Purchaser has all requisite corporate power and authority to enter into this Agreement and each other agreement, document, instrument or certificate to be entered into by Purchaser in connection with the consummation of the purchase and sale of the Shares contemplated by this Agreement (together with this Agreement, the "Purchaser Documents"), and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each Purchaser Document by Purchaser and the consummation of the transactions contemplated thereby to be effected by Purchaser have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on

the part of Purchaser. This Agreement has been, and each of Purchaser Documents will be at or prior to the Closing, duly executed and delivered by Purchaser and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each of Purchaser Documents when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

6.3 Conflicts; Consents of Third Parties. Except as set forth on Schedule 6.3 hereto, the execution and delivery by Purchaser of this Agreement and Purchaser Documents and the consummation of the transactions contemplated hereby or thereby will not (i) violate any provision of the certificate of incorporation or by-laws of Purchaser; (ii) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise, would constitute a default) under, require the consent of any party under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any Lien upon any of the properties or assets of Purchaser under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, intellectual property or other license, contract, undertaking, agreement, lease or other instrument or obligation to which Purchaser is a party; (iii) violate any Order, writ, injunction, decree, statute, rule or regulation applicable to Purchaser; or (iv) require any consent or approval of or registration or filing by Purchaser or any of its Affiliates with, any third party or any Governmental Body, other than (a) actions required by the HSR Act, and any similar laws of foreign jurisdictions and (b) registrations or other actions required under federal, state and foreign securities laws; except, in the case of clauses (ii), (iii) and (iv), for any of the foregoing that, individually or in the aggregate, could not reasonably be expected to materially delay or burden the consummation by Purchaser of the transactions contemplated by this Agreement. Schedule 6.3 sets forth a true, complete and correct list of any material consents, waivers, authorizations or approvals required to be obtained under any agreement, license, lease, contract, loan, note, mortgage, indenture or other commitment or obligation (whether written or oral and express or implied), under which Purchaser is or may become bound or is or may become subject to any obligation or liability or by which any of its respective assets owned or used are or may become bound in connection with the execution, delivery and performance of this Agreement by Purchaser or consummation of the transactions contemplated herein.

6.4 Litigation. As of the date hereof, there are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened that are reasonably likely to prohibit or restrain the ability of Purchaser to enter into this Agreement or consummate the transactions contemplated hereby.

6.5 Investment Intention. Purchaser is acquiring the Shares for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act) thereof. Purchaser understands that the Shares have not been registered under the Securities Act and cannot be sold unless